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**DIGEST OF OTHER RECENT VIRGINIA DECISIONS.****Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

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**HENNINGS v. PARSONS.**

March 12, 1908. Rehearing Denied.

[61 S. E. 866.]

**1. Brokers—Compensation—Persons Entitled.**—Where an owner puts his property in the hands of several real estate agents to sell, the agent who first procures a purchaser is entitled to his commission, to the exclusion of the other agents, unless such right is changed by contract.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 82.]

**2. Same—Contract—Exclusive Agency.**—A contract authorizing a real estate agent to sell certain property, and agreeing to pay him a specified commission if he sells or aids the owner in selling, and providing that the contract should "continue in force until ten days' notice is given in writing withdrawing the same from market," does not give the agent the exclusive agency for the sale of the property, so as to entitle him to commission on producing a purchaser after the property has been sold through another agent before the prescribed notice has been given.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 82.]

**3. Same—Actions—Evidence.**—In an action to recover a commission under a broker's contract, evidence considered, and held to show that the contract under which the commission was claimed was not intended by the parties to give plaintiff an exclusive agency.

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**FANSHAW v. NORFOLK & PORTSMOUTH TRACTION CO.**

June 11, 1908.

[61 S. E. 790.]

**1. Appeal and Error—Scope and Extent of Review.**—Where at the first trial there was a verdict for plaintiff, which was set aside, and at the second trial no evidence was introduced and judgment went for defendant, the sole question for the appellate court on writ of error was whether or not it was error to set aside the verdict at the first trial.

**2. Carriers—Street Railroads—Injuries to Persons Alighting from Car—Sufficiency of Evidence.**—In an action against a street railroad for injuries to a passenger through the starting of the car while plaintiff was alighting therefrom, evidence held to support a